

**MILLER & SALMON CREEK BASIN PLAN DEVELOPMENT  
INTERLOCAL AGREEMENT**

1        This Agreement is entered into by King County, Washington (hereinafter "King County"),  
2        the City of Burien (hereinafter "Burien"), the City of SeaTac (hereinafter "SeaTac"), the Port of  
3        Seattle (hereinafter the "Port"), and the State of Washington, Department of Transportation  
4        (hereinafter "WSDOT"), collectively referred to as the "Parties," for the purpose of preparing a  
5        basin plan for the Miller and Salmon Creek Basins, hereinafter referred to singularly as the  
6        "Basin."

7        WHEREAS, the Parties share jurisdiction in or have other interests in the Basin and  
8        recognize that it contains important natural resources, including streams, lakes, and wetlands that  
9        are vital to promote water quality, fish habitat, recreation, and flood storage, and

10       WHEREAS, the stability and function of the Basin's natural resources are threatened by  
11       existing and proposed development within the Basin, and

12       WHEREAS, the Parties manage stormwater within the basin and desire to cooperate to  
13       develop cost-effective solutions for stormwater management, and

14       WHEREAS, the Parties agree on the importance of resolving existing drainage, flooding,  
15       erosion and sedimentation, and water quality problems in the Basin that cross jurisdictional  
16       boundaries, and

17       WHEREAS, the parties recognize that a cooperative effort to identify and address  
18       problems in the Basin will promote cost savings to the public and the most effective protection of  
19       the natural resource system, and wish to jointly develop a cooperative interjurisdictional Basin  
20       Plan, and

21       WHEREAS, the Parties have each previously conducted stream gauging, resource  
22       inventory, engineering, hydrologic modeling and water sampling activities in the Basin, all of  
23       which they wish to contribute to a basin planning effort, and

24       WHEREAS, the Parties desire to have the King County Water and Land Resources  
25       Division assist in preparing a basin plan by providing staff and expertise under the direction of a  
26       management team composed of representatives of the Parties, and

27       WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the Parties are each  
28       authorized to enter into an agreement for cooperative action;

1 NOW THEREFORE, the Parties agree as follows:

2  
3 **I. Purpose**

4 The purpose of this Agreement is to provide the means by which the Parties will jointly  
5 prepare a basin plan for addressing surface water and fish habitat issues within the Basin,  
6 and to develop implementation recommendations for consideration by the implementing  
7 agencies, which may or may not include the Parties to this Agreement.

8  
9 **II. Basin Plan Description**

10 A. The Miller & Salmon Creek Basin Plan (hereinafter "Basin Plan") will consider the  
11 effects of existing development and future land use (using adopted zoning,  
12 comprehensive and other land use plans and studies for the area) on the aquatic  
13 resources of the entire Basin regardless of jurisdiction.

14 B. The Basin Plan will: gather and analyze existing information; collect information on  
15 selected watershed and infrastructure conditions within the Basin; develop a  
16 hydrologic model for analyzing identified problems; identify current and anticipated  
17 problems relating to stormwater conveyance, water quality, fish habitat, stream  
18 stability, and infrastructure operation; prioritize identified problems; identify  
19 possible solutions for the highest priority problems of a regional nature; examine  
20 potential problems for implementing solution alternatives; develop specific solution  
21 recommendations for the highest priority problems; estimate costs for recommended  
22 solutions; and develop implementation recommendations.

23 C. When completed, the Basin Plan will be presented to the legislative authorities of  
24 King County, Burien, SeaTac and the Port for adoption. Upon adoption, the Basin  
25 Plan will serve as a policy framework for the adopting entities to guide decisions and  
26 appropriations regarding surface water capital improvements, fish habitat  
27 improvements, drainage regulations, enforcement and maintenance, land use,  
28 zoning, and/or other related actions identified by the Basin Plan as contributing  
29 significantly to existing and future problems. WSDOT will not conduct a formal  
30 Basin Plan adoption process, which is not required for WSDOT to consider and  
31 participate in the Basin Plan implementation strategies.

- 1           D. It is intended that implementation of the Basin Plan recommendations will be  
2           accomplished by a series of separate implementation interlocal agreements  
3           addressing specific projects, policy and programmatic measures.  
4

5   **IV. Project Management**

- 6           A. Development of the Basin Plan (referred to hereinafter as the "Project") shall be  
7           managed by a Project Management Team (PMT). The PMT shall review Project  
8           work products and approve any necessary changes to the Project, including the  
9           amendment of the Project Scope of Work, attached to this Agreement as Exhibit One  
10          and incorporated herein and made a part hereof.
- 11          B. One representative to the PMT will be appointed by each of the Parties, as follows:  
12          for King County, by the Manager of King County's Water and Land Resources  
13          Division; for Burien, by the Director of the Public Works Department; for SeaTac,  
14          by the City Manager; for the Port, by the Director of Aviation Facilities; and for  
15          WSDOT, by the Administrator of the Office of Urban Corridors. Involvement of  
16          additional staff from any of the Parties in support of the PMT is welcome.  
17          Participation in the PMT is the responsibility of each party and is not included in  
18          total Project costs.
- 19          C. King County shall serve as facilitator for the PMT and shall schedule, facilitate, and  
20          provide summaries of PMT meetings. PMT facilitation shall be performed by a King  
21          County staff person separate from the King County representative to the PMT. The  
22          PMT will reach its decisions by consensus. Issues that cannot be resolved by the  
23          PMT will be referred for resolution to the appointing authorities for the PMT, as  
24          identified in Section IV.B. of this Agreement.
- 25          D. The PMT shall coordinate public outreach and involvement for the Project.  
26          Individual PMT members shall have lead responsibility for public outreach and  
27          involvement within their jurisdictions.

**V. Responsibilities**

- A. King County shall: 1) provide a representative to serve on the PMT and staff to support and facilitate the PMT; 2) provide staff to perform Project management and coordination duties; and 3) complete the work activities described in Exhibit One and/or hire and manage any consultants necessary to complete work activities.
- B. Burien, SeaTac, the Port and WSDOT shall each provide: 1) a representative to serve on the PMT and staff to support the PMT member; and 2) water quality, fisheries, and stream flow data previously collected; complaint and problem identification information; and land use and zoning maps and other information needed for modeling and analysis.

**VI. Costs**

- A. Agreement cost shares: The Parties agree to pay the following percentages of the cost-shared budget of the Project:

Burien	50%
SeaTac	5%
Port	10%
King County	25%
WSDOT	10%

- C. The cost-shared budget for the Project is identified in Exhibit One and includes costs for staff, overhead, supplies, consultants, and equipment, and costs incurred prior to the execution of this Agreement to initiate the Scope of Work.
- D. The cost-shared budget for the Project is estimated at \$353,178 and shall not exceed \$404,486 without further written agreement of the Parties.

**VII. Billing and Payment**

- A. King County shall bill the other Parties quarterly on itemized invoices for their shares of the reimbursable Project costs.
- B. The Parties shall review and approve the invoices and forward payment to King County within 60 days of receipt of invoice.

- 1 C. Nothing herein shall be construed as obligating the Parties to expend money in excess  
2 of appropriations authorized by law and administratively allocated for this work.

3 **VIII. Effectiveness, Duration, Termination, and Amendment**

- 4 A. This Agreement is effective upon signature by the Parties and remains in effect until  
5 December 31, 2004.

- 6 B. A Party may end its participation in the Project and withdraw from this Agreement  
7 by providing 30-day written notification to all other Parties and by paying its share  
8 of costs for the Project to the end of the quarter in which the Party's participation  
9 ends.

- 10 C. This Agreement may be amended, altered, clarified, or extended only by the written  
11 agreement of the Parties hereto, except that changes to the Scope of Work may be  
12 made by consensus agreement of the PMT. An equitable adjustment in cost or  
13 period of performance or both may be made if required by such change except that  
14 maximum allowed Project costs may not be exceeded.

- 15 D. This Agreement is not assignable by any Party, either in whole or in part.

- 16 E. This Agreement may be amended to admit additional parties as "latecomers".  
17 Participation of additional parties in this Agreement will require the payment of a  
18 "latecomer fee" to cover a portion of the cost-shared budget of the Project, as agreed  
19 to by the Parties.

- 20 F. This Agreement is a complete expression of the intent of the Parties and any oral or  
21 written representations or understandings not incorporated herein are excluded. The  
22 parties recognize that time is of the essence in the performance of the provisions of  
23 this Agreement. Waiver of any default shall not be deemed to be waiver of any  
24 subsequent default. Waiver of breach of any provision of this Agreement shall not  
25 be deemed to be a waiver of any other or subsequent breach and shall not be  
26 construed to be a modification of the terms of the Agreement unless stated to be such  
27 through written approval by the Parties which shall be attached to the original  
28 Agreement.

29  
30 **IX. Counterparts**

- 31 This Agreement may be executed in counterparts.

**APPROVED**

**X. Indemnification and Hold Harmless**

The Parties agree to the following:

Each Party shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, each Party's own negligent acts or omissions. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on  
the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved as to Form

**King County:**

By: \_\_\_\_\_

Title: Deputy Prosecuting Attorney

By: \_\_\_\_\_

Title: King County Executive

Approved as to Form

**City of Burien:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED**

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Approved as to Form

**King County:**

By: \_\_\_\_\_

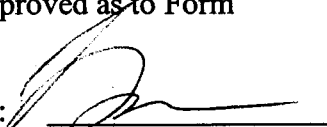
By: \_\_\_\_\_

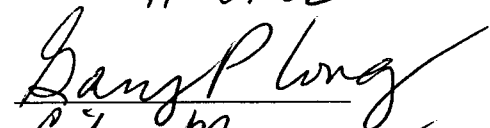
Title: Deputy Prosecuting Attorney

Title: King County Executive

Approved as to Form

**City of Burien:** 11-07-02

By: 

By: 

Title: CITY ATTORNEY

Title: City Manager

LISA M. MARSHALL



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Approved as to Form

City of SeaTac:

By: Mary Elizabeth Mindell  
Title: Cr. Asst. City Attorney

By: Bruce A. Rayburn  
Title: City manager

Approved as to Form

Port of Seattle:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form

WSDOT:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_





1 Approved as to Form

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3 By: \_\_\_\_\_

4 Title: \_\_\_\_\_

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6 Approved as to Form

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8 By: Linda J. Strout

9 Title: General Counsel

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11 Approved as to Form

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13 By: \_\_\_\_\_

14 Title: \_\_\_\_\_

15

City of SeaTac:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Port of Seattle:

By: M. R. Dinsmore

Title: M. R. Dinsmore  
Chief Executive Officer

WSDOT:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED**

1 Approved as to Form

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3 By: \_\_\_\_\_

4 Title: \_\_\_\_\_

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13 By: \_\_\_\_\_

14 Title: \_\_\_\_\_

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**City of SeaTac:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Port of Seattle:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**WSDOT:**

By: *Craig Staro*

Title: *Urban Projects Director*

## Miller & Salmon Creek Basin Plan Interlocal Agreement Exhibit One

**Goal:** To complete a multi-disciplined assessment (i.e. engineering, hydrology, water quality, geology and ecology disciplines) of the physical, chemical and biological conditions of the Miller and Salmon Creek stream systems; to identify existing and predicted problems regarding the quantity and quality of surface water, particularly those adversely affecting properties and aquatic resources; and to cooperatively assess problems and recommend solutions to the highest priority problems of regional importance to ecological health and public safety.

### Tasks and Associated Products and Cost Estimates

<b>Task</b>	<b>Description</b>	<b>Products</b>	<b>Cost Estimate</b>
<b>Contract Management and Facilitation</b>	Manage consultant contracts; facilitate project management team meetings; prepare minutes.	Consultant RFPs and contracts; PMT meeting agendas and minutes.	\$28,532
<b>Data Review/Startup</b>	Review existing data to establish baseline conditions through information searches, interviews, review of complaint records.	Memorandum listing existing information and it's location.	\$47,332
<b>Data Collection</b>	Conduct stream habitat surveys, juvenile fish and spawner spot checks, field investigations to fill data gaps; collect stream flow data to fill data gaps; conduct water quality sampling and temperature monitoring; survey key features of infrastructure; collect data on stream geomorphology; compile and organize data.	Technical memorandum presenting information on existing stream habitat, water quality, salmon use, geomorphology, and key watershed and infrastructure features.	\$139,039
<b>Conditions Analysis</b>	Hydrologic analysis and setup and calibration of model; analysis of hydraulic capacity of major infrastructure; analysis of closed depression hydraulic analysis of fish passage for 3-5 culverts; analysis of water quality data and future trends; analyze factors adversely affecting properties, salmon habitat quality, identify existing and predicted problems.	Hydrologic model; technical memorandum of watershed conditions and existing and predicted problems.	\$114,798

**APPROVED**

<b>Conditions Summary</b>	Summarize conditions for basin plan; develop initial ranking criteria for identifying regional problems.	Report summarizing the basin's current conditions; memorandum summarizing ranking criteria.	\$50,610
<b>Preliminary Prioritization</b>	Develop preliminary problem list; sort problem list into regional and local problems; apply ranking criteria to regional problems, determine problems/issues for solutions development; develop scope for solutions development for regional problems.	Technical memorandum outlining priority problems and issues; draft scope for regional solutions development.	\$20,534
<b>Solutions Development</b>	Develop, analyze and assess pros and cons of alternatives for addressing selected regional problems; develop conceptual sketches and preliminary cost estimates; evaluate options and develop recommendations.	Written summary of alternatives for addressing selected regional problems.	\$101,205
<b>Report Preparation</b>	Draft and finalize report.	Final Basin Plan (100 copies).	\$26,527
<b>Subtotal Estimate</b>			<b>\$528,577</b>
<b>Contingency</b>	Note: Contingency is based on 10% of project cost, minus printing and lab analysis.		\$51,308
<b>Not-To-Exceed Subtotal</b>			<b>\$579,885</b>

**Reductions to Cost-Share:**

King Conservation District grant	(\$50,000)
King County White Center project	(\$50,000)
Total King County contribution for project management and facilitation	(\$75,401)
<b>Subtotal, Reductions to cost-share</b>	<b>(\$175,401)</b>
 Total Estimated Cost-Shared Budget for Plan Development	 \$ 353,178
<b>Not-To-Exceed Cost-Shared Budget (with contingency)</b>	<b>\$ 404,486</b>